

REDACTED VERSION OF EXHIBIT

Exhibit 3-A

Strategic Analysis Engagement Letter



June 12, 2018

Janet Loduca
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

Dear Ms. Loduca:

This agreement confirms the parties' understanding of the terms of engagement between PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC" or "we") and Pacific Gas and Electric Company ("Client" or "you") to perform the advisory services described below (the "Services").

Services

Client has requested PwC perform the following advisory Services in connection with Client's Strategic Analysis [REDACTED] the "Company").

The Services will include holding discussions with certain officers, employees and outside consultants of Client and the Company and providing advice on the Client's Strategic Analysis [REDACTED] across the following workstreams: Project Management, Finance, Tax, Regulatory and Legal; see Exhibit I for a listing of Services to be performed.

PwC's observations and advice on accounting and financial reporting matters do not represent PwC's concurrence, conclusion or opinion. Client should consult with its independent auditors on the application of accounting principles. Any observations PwC makes on what may be the views of the staff of the Securities and Exchange Commission or the independent auditors may be without any prior discussion with the staff of the Securities and Exchange Commission or the independent auditors and may not reflect their actual views.

Deliverables

PwC's reporting to Client will include oral advice and various written outlines, executive summaries, presentations, memoranda, analysis of issues, and schedules prepared for and delivered to Client in connection with the Services (collectively, "Deliverables").

Upon full payment, Client will own all Deliverables prepared for and delivered to it in connection with the Services and will have a nonexclusive, non-transferable license to use the embedded PwC Materials (defined below) as part of such Deliverables. PwC will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-Client specific version of any Deliverables) which PwC may have discovered or created as a result of the Services (collectively, "PwC Materials"). Preliminary advice and

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draft Deliverables are works in progress and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable.

Other than Deliverables, if requested, PwC may provide to Client spreadsheets, electronic materials, software, databases and other tools prepared by PwC to assist it with the engagement. If PwC makes these available to Client, they are provided "as is". PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

Use of Deliverables

PwC provides the Services and Deliverables solely for Client's internal use and benefit. The Services and Deliverables are not for a third party's use, benefit or reliance and PwC disclaims any contractual or other responsibility, liability or duty of care to others based upon the Services or Deliverables. Except as described in this section, Client shall not discuss with or disclose to any third party, the Services or Deliverables without PwC's prior written consent. The Services or Deliverables, including any oral advice or comments, should not be associated with, referred to or quoted in any manner in any financial statements or any offering memorandum, prospectus, registration statement, public filing, loan or other agreements.

Client may disclose Deliverables to or discuss information relating to the Services with Client's third party professional advisors (including accountants, auditors, attorneys, financial and other advisors) which are acting solely for Client's benefit and on Client's behalf and which have a need to know such information in order to provide advice or services to Client, provided that such advisors agree: (i) that PwC did not perform the Services or prepare Deliverables for such advisors' use, benefit or reliance and PwC assumes no duty, liability or responsibility to such advisors, and (ii) not to disclose the Services or Deliverables to any other party without PwC's prior written consent. Third party professional advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any counterparty to a transaction or dispute or any parties which have or may obtain a financial interest in Client or an anticipated transaction. If the Deliverables are to be distributed to or information relating to the Services discussed with any third party (other than Client's professional advisors), Client shall first obtain PwC's consent, and an executed third party access letter in PwC's standard form.

The Deliverables will not be prepared or written from a buyer's, investor's or other counterparty's (each a "Buyer") perspective. The Services are not, and should not be used or relied upon as, a substitute for inquiries and procedures a Buyer or its representatives would or should carry out. Accordingly, Deliverables that include PwC's name, brands, logos or other information that could identify PwC as the source may not be shared with potential Buyers if the intent, either express or implied, is to mitigate or reduce the potential Buyer's own due diligence. PwC will not withhold its consent for Client to disclose such Deliverables to a potential Buyer if such party first has the opportunity to perform its own due diligence, Client does not assert that the scope of the Buyer's due diligence should be reduced and the Buyer first executes PwC's standard access letter. PwC's Deliverables will not be tailored in any way for distribution to potential Buyers.

Client may disclose any materials that do not contain PwC's name or other information that could identify PwC as the source (either because PwC provided a Deliverable without identifying information or because



Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to PwC in connection with such materials.

PwC's Responsibilities

PwC's role is advisory only. PwC performs advisory Services in accordance with the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. PwC performs tax Services in accordance with AICPA Statements on Standards for Tax Services. PwC performs accounting advisory Services for non-audit clients in accordance with the AICPA Standards for Reports on the Application of Accounting Principles. PwC performs valuation Services which represent an estimate of value in accordance with the AICPA Statement on Standards for Valuation Services ("Valuation Standards").

PwC performs the Services on the basis that information provided is accurate and complete. PwC will not provide an audit, accounting, tax or attest opinion or other form of assurance. PwC will not audit or verify any information provided to it. The Services cannot provide assurance that matters of significance to Client will be disclosed and the Services are not intended or likely to reveal fraud or misrepresentation. The Services and Deliverables do not include the provision of legal or investment advice, a fairness or solvency opinion or a recommendation to purchase, sell or transfer an interest in an entity or any securities or assets. PwC is not a registered broker/dealer or investment advisor as defined by federal securities laws and will not perform broker/dealer or investment advisor services.

PwC shall not develop or restate any prospective financial information ("PFI") or make any assumptions or projections relating to PFI; however, if requested, PwC may perform sensitivity analyses on PFI and underlying assumptions. PwC's observations and any quantified vulnerabilities and sensitivities in the Deliverables do not represent restatements of or revisions to PFI; they are only a summary of PwC's analyses to assist Client with its evaluation of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results. PwC disclaims responsibility and liability for PFI and any results achieved.

PwC's valuation Services which represent an estimate of value will be subject to a Statement of Assumptions and Limiting Conditions and the Valuation Practitioner's Representation (as defined in the Valuation Standards). Prior to issuing estimate of value Deliverables, PwC may require written representations from Client relating to the valuation. Unless otherwise expressly agreed in writing, valuation Services are not intended to comply with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

If Client requests general valuations related advice, such Services and the resulting Deliverables do not represent an estimate of value as described in the Valuation Standards.

Client's Responsibilities

Client is responsible for all management functions and decisions relating to the Services, including, without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will



provide reasonable assistance and accurate and complete information, and PwC will perform the Services on that basis. It is Client's responsibility to establish and maintain its internal controls.

Client is responsible for the preparation of its financial statements, tax returns and any proposed acquisition, investment, transfer, disposal or divestment including the process of conducting and structuring any transaction, setting the price, making decisions to purchase, sell or transfer an interest in an entity or any securities or assets and the information provided to third parties in connection therewith.

Confidentiality

"Confidential Information" means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this agreement, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this agreement or may be lawfully obtained by a party from a non-party. The recipient will protect Confidential Information using reasonable measures commensurate with those that the recipient uses to protect its own confidential information. The recipient may use or disclose Confidential Information to perform the Services, or as permitted in this agreement, or as requested or directed by the disclosing party, or as required by applicable law, statute, rule, regulation or professional standard. The recipient will not otherwise disclose Confidential Information to third parties without the disclosing party's prior consent. If disclosure is required by law, statute, rule, or regulation (including any subpoena or other similar form of process), or by professional standards, the party to which the request for disclosure is made shall (other than in connection with government audits, investigations, or supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other party with prior written notice (to the extent permissible by law) thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief.

Tax Services

Notwithstanding anything to the contrary, Client has no obligation of confidentiality with respect to any portion of any materials, advice or Deliverables to the extent that they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors as provided for above. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.



The content of any written tax advice is limited to the tax matters specifically addressed therein, and does not address any other potential tax consequences, including the potential application of tax penalties to any matter. If you request assistance on matters outside the scope of this engagement, we will discuss with you the corresponding scope and fees for such work. PwC's advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client acknowledges that its ability to use PwC's advice for purposes of demonstrating reasonable cause with respect to any tax penalties is based on a variety of factors and that there can be no guarantee that PwC's advice alone will provide such protection. Furthermore, all advice, including drafts and oral advice, relating to the subject matter of this engagement provided prior to our final written deliverable is preliminary in nature and is not intended to constitute our final advice regarding the matters or transactions to which the written advice relates.

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if it determines that any matter covered by this agreement is a reportable transaction requiring disclosure. Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to a client that has participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction which requires PwC to register and/or list the transaction, PwC will place Client's name and other required information on the list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If during the course of applicable Services PwC identifies a position that does not meet these standards, PwC will advise Client about the potential penalty exposure and whether the penalty can be avoided through disclosure. If we are preparing the return or claim for refund and it is concluded that disclosure is required, we will prepare the disclosure and provide it to you. Our work may require consultation with a PwC subject matter specialist to reach and document the level of technical support for the position. We will discuss with you any additional fees that may be incurred as a result of complying with these requirements.

Federal law (IRC Section 6662(b)) subjects taxpayers to a strict liability penalty equal to 40% (or 20% if adequately disclosed in a tax return) of any underpayment of tax attributable to that portion of a transaction which is determined to lack economic substance under IRC Section 7701(o) or fails to satisfy any other similar rule of law. The higher penalty will be due if the transaction that is determined to lack economic substance is not "adequately disclosed" in the taxpayer's return; therefore, it is important that you advise your tax return preparers of transactions to which this penalty provision might apply, recognizing that no guidance has yet been issued on the substantive aspects of the codified economic substance doctrine. Penalties can also be imposed by states to the extent that state laws have adopted similar provisions.

The Services do not include an opinion or any other form of assurance with respect to Client's determination of the economic substance of a transaction or any related penalties. However, if requested, PwC may provide general advice on Client's determination of such economic substance. To the extent that we provide any advice with respect to the potential impact of the economic substance doctrine included in



IRC Section 7701(o) or similar state provisions or any related penalties that might be imposed, such advice rendered as part of our Services will be based on applicable case law, reasonable interpretation of legislation and available guidance. Under IRC Section 6664(c), no exceptions (including the reasonable cause exception) to the imposition of such penalties are available and therefore no advice will protect you from any such penalties. Therefore, PwC shall not be liable for any federal or state penalties imposed on you if any portion of a transaction is determined to lack economic substance or fails to satisfy any similar rule of law or if the disclosure of such transaction is determined to be inadequate.

Relationships with Other Parties

This is a non-exclusive agreement and, subject to PwC's confidentiality obligations, PwC and the Other PwC Firms (defined below) are not prevented or restricted from providing services to other clients. Client consents to PwC and the Other PwC Firms providing these services.

Client expressly agrees that PwC and the Other PwC Firms may provide services to potential Buyers of all or part of Client. The individuals performing the Services will not be the same individuals providing services to such other clients in connection with the specific transaction and there will be no sharing of information regarding the specific transaction between the respective teams, unless authorized by Client and the applicable Buyer.

Timing, Fees and Expenses

Completion of the Services by any agreed upon date is subject to, among other things, appropriate cooperation, obtaining the necessary information and timely responses to inquiries. PwC will advise Client promptly if the Services cannot be completed within the agreed upon time frame.

The fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. The estimated fee for this engagement is between \$475,000 and \$500,000, which is reflective of a 30% discount which will be captured in our time invested but not billed. If it appears that the fee will exceed the estimate, PwC will advise Client promptly and will not undertake additional Services without prior approval.

Fees by level

Individuals	Hourly Billing Rate
Partner/Principal	\$780 ~ \$909
Director/Senior Manager	\$650 ~ \$776
Manager	\$445 ~ \$650
Senior Associate	\$348 ~ \$497
Associate	\$287 ~ \$433



Estimated Fees by workstream

Workstream	Fee Range
Program Management and Operational Planning	\$200,000-\$230,000
Finance	\$150,000-\$175,000
Tax/Structuring	\$50,000-\$75,000
Regulatory	\$75,000-\$95,000

PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

Limitations of Liability

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries, the Other PwC Firms and/or third party contractors and subcontractors, within or outside of the United States (each a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this agreement to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the Confidential Information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals, members and employees (collectively the "Beneficiaries") shall have no liability or obligations arising out of this agreement. Client agrees: (a) to bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) if any of Client's subsidiaries or affiliates receive or otherwise benefit from the Services, to ensure that any claims or disputes relating to the Services are brought pursuant to the terms of this agreement against PwC and not against the



Beneficiaries. PwC disclaims any contractual or other responsibility or duty of care to any other of Client's subsidiaries or affiliates and Client agrees to ensure or procure that its other subsidiaries and affiliates do not assert any claim or other legal proceeding against PwC or the Beneficiaries. Client assumes responsibility and liability for its subsidiaries' and affiliates' compliance with this agreement. While PwC is entering into this agreement on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct, PwC's aggregate liability for all claims, losses, liabilities and damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to PwC for the particular Service giving rise to the liability. In addition, PwC will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, PwC shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by Client.

Client shall indemnify and hold harmless PwC and the Beneficiaries from and against all third party claims, losses, liabilities and damages (including any costs, expenses and reasonable attorneys' fees) arising from or relating to the Services or Deliverables, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to the Services and/or Deliverables.

Termination and Dispute Resolution

Client or PwC may terminate this agreement without penalty upon notice to the other party. PwC may resign from its performance of any Services which may conflict with law, rule, regulation, independence or other professional regulations, standards or guidelines to which PwC conforms. Any provisions of this agreement which expressly or by implication are intended to survive termination or expiration will survive and continue to bind the parties.

Any unresolved disputes between the parties shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration shall be seated and take place in New York, New York. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the limitations of liability provisions or any other terms herein. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. Client accepts and acknowledges that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date Client became aware or should reasonably have become aware of the facts that give rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

This agreement and any dispute, whether in contract, tort, or otherwise will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving



effect to any choice of law principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply.

Other Matters

If PwC performs any Services prior to the parties executing this agreement, this agreement shall be effective as of the date PwC began performing those Services.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services PwC provides, non-CPA owners may be involved in performing the Services.

PwC is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall PwC negotiate on Client's behalf. Client has the requisite right, consent and permission to use and disclose all information, materials, software, or hardware (including those of third parties) provided by or on behalf of Client in connection with this agreement. No party to this agreement may assign or transfer this agreement, or any rights, benefits, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any Services provided hereunder, or any fees for any Services, to anyone, by operation of law or otherwise, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. This agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this agreement.

This agreement represents the entire agreement between the parties with regard to the subject matter thereof and supersedes any prior understandings, proposals or agreements concerning the Services. If any part of any provision of this agreement is found to be unenforceable, the remainder of such provision and this agreement shall remain enforceable to the maximum extent permitted by law. Any changes to this agreement must be agreed in writing. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a pdf, jpeg, or similar file type to an email.

* * * * *


If Client has any questions about this agreement, please contact Morris (Morry) Jones at (415) 498 6423 . If the Services and terms of this agreement are acceptable, please sign a copy of this agreement below and return it to the undersigned.

Very truly yours,

PricewaterhouseCoopers LLP



By:


Morris (Morry) Jones
Partner

Date:

6/29/18

ACCEPTED AND AGREED:

Pacific Gas and Electric Company

Signature of Client official:

Signature of Client official:

Print Client official's name:

Title of Client Official:

Date:



Tanel C. Loden

V.P., Deputy General Counsel

6/27/18



Exhibit I - Scope of Work

Phase I: High Level Feasibility Review (in two week priority increments)

We will provide tax consulting and accounting advisory services related to the feasibility of a potential [REDACTED]. These services will include the following:

Program Management and Operational Support

- Identify [REDACTED] program team members.
- Determine planning assumptions (e.g., decentralized vs. centralized operating [REDACTED] structures, agreements, etc.)
- Identify and mitigate potential deal breakers (e.g., financial data, regulatory, tax), and develop Go/No-Go decision criteria.
- Identify and develop [REDACTED] cost considerations.
- Generate high-level overall timeline with key milestones and communications strategy, owners and worksteps.
- Determine [REDACTED] approach and methodology (e.g., [REDACTED] etc.) and frame strategic imperatives and critical capabilities for PG&E [REDACTED].
- Identify high level mapping of functional areas, critical capabilities and applications [REDACTED] for Management's consideration.
- Identify key [REDACTED] priorities and issues by functional area and shared services.
- Review cost [REDACTED] structures and components for Management's review.
- Provide example peer functional benchmarks for [REDACTED] functions (where applicable and upon request) for Management's review and consideration.
- Determine overall [REDACTED] operating model structure and organization (role of [REDACTED] for PG&E [REDACTED]).
- Determine any functions for efficiency and/or regulatory requirements, based on the proposed [REDACTED], that must be further [REDACTED] and/or [REDACTED].
- Identify impacts and any linkages with [REDACTED] as applicable that must influence the [REDACTED] operating model design.



- Identify key issues to resolve for each element of [REDACTED] operating model and relevant aspects of PG&E's operating mode.

Finance

- Analyze information (e.g. trial balances) provided by the Client to develop an understanding of the availability of [REDACTED] financial data.
- Analyze accounting issues based on information and facts provided by Client that include suggestions on possible alternative accounting that may be available for Client's consideration.
- Provide observations on data [REDACTED] methodologies and approach at the financial account level to assist Client with its preparation of [REDACTED] financial information [REDACTED].
- Advise on potential financial reporting and SEC filing considerations related to the proposed transaction.
- Advise Client on matters to consider in their identification of potential matters that it may need to address related to its preparedness to undertake the Transaction.
- Advise Client in its development of its action plan to prepare [REDACTED] financial information [REDACTED], as follows:
 - o Advice on Client's project plans, including advice on the timing of milestones and milestone interdependencies, communication frameworks, governance structure, resource requirements, issues resolution processes and the responsibilities of various project teams/participants;
 - o Observations on project status, completion risks and interdependencies
- Review and advise on document drafts prepared by Client in connection with the [REDACTED].
- Attend various meetings with Client and, subject to the Use of Deliverables section, its other professional advisors to provide advice and recommendations to Client relating to issues relating to the proposed [REDACTED].
- If requested, PwC will provide advice and assistance in connection with Client's accumulation of data and preparation of various schedules, account analyses, and reconciliations. If requested by Client, PwC will accumulate data and prepare certain schedules based upon Client's instructions, however, Client is responsible for the procedures and methods used to accumulate data and prepare all schedules, analyses and reconciliations. These Services will



be based upon information provided by Client. The resulting materials prepared by PwC will be reviewed and approved by the member of Client's management team responsible for the information and its use. The Services will not include the preparation or drafting of financial statements or footnotes.

Regulatory

- Research and inventory state, federal and other applicable regulatory approvals required by Management
- Develop initial plan to address required approvals and determine internal processes for managing Requests for Information (RFIs).
- Develop and implement tracker to monitor regulatory approval progress, decisions with regulatory impact and potential risks or roadblocks to be mitigated by Management y
- Identify any new regulatory reporting needs and potential regulatory filing implications as [REDACTED] (i.e. future state requirements).
- Develop regulatory reporting capabilities assessment for Management's review.
- Develop regulatory approval and communication roadmap for Management's review

Legal/Tax

- Participate in workstream discussions and provide tax advice to Management on an as-needed basis in connection with issues raised or conclusions reached in the other workstreams.